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Chicago Title Insurance Company

CROSS REFERENCE: 2003 031889

MORTGAGE MODIFICATION AGREEMENT

2004 0518 974

THIS AGREEMENT is made this 28th day of May 2004, between ATG HOMES, LLC, an Indiana limited liability company ("Mortgagor") and UNION PLANTERS BANK, N.A., a national banking association ("Mortgagee").

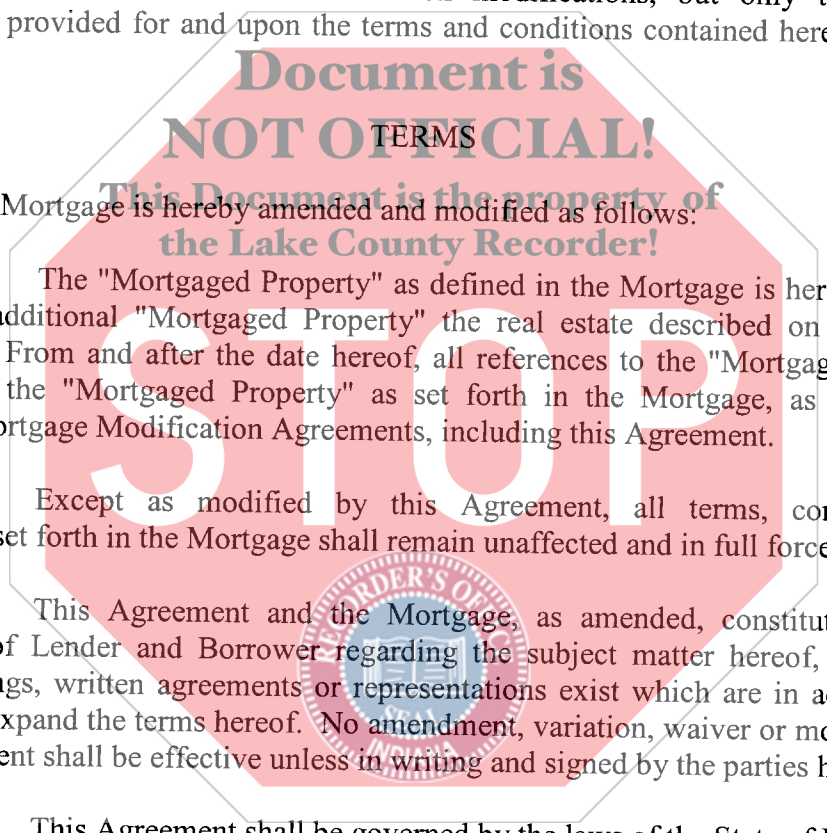
RECITALS

Pursuant to an April 23, 1999 Amended and Restated Credit Agreement by and between Mortgagor and Mortgagee, as amended, Mortgagee has agreed to loan to Borrower the sum of Eight Million Dollars and No Cents (\$8,000,000.00), evidenced by a 2003 Amended Note dated March 26, 2003 ("Note"), which is secured by a 2003 Amended Mortgage ("Mortgage") dated March 26, 2003 which was filed in the Office of the Recorder of Lake County, Indiana, on March 28, 2003 as Instrument No. 2003 031889, as amended.

Borrower has requested that Lender make certain modifications to the terms of the Mortgage. Lender has consented to such modifications, but only to the extent specifically provided for and upon the terms and conditions contained herein and in the Mortgage.

TERMS
The Mortgage is hereby amended and modified as follows:

1. The "Mortgaged Property" as defined in the Mortgage is hereby amended to add as additional "Mortgaged Property" the real estate described on the attached Exhibit A. From and after the date hereof, all references to the "Mortgaged Property" shall mean the "Mortgaged Property" as set forth in the Mortgage, as amended by recorded Mortgage Modification Agreements, including this Agreement.
2. Except as modified by this Agreement, all terms, conditions and obligations set forth in the Mortgage shall remain unaffected and in full force and effect.
3. This Agreement and the Mortgage, as amended, constitute the entire agreement of Lender and Borrower regarding the subject matter hereof, and no oral understandings, written agreements or representations exist which are in addition to or contract or expand the terms hereof. No amendment, variation, waiver or modification to this Agreement shall be effective unless in writing and signed by the parties hereto.
4. This Agreement shall be governed by the laws of the State of Indiana.
5. This Agreement shall be binding upon and be for the benefit of the successors and assigns of the respective parties hereto.



CTIC Has made an accommodation recording of the instrument. We have made no examination of the instrument or the land affected.

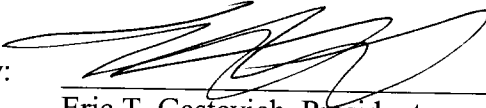
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FILED FOR RECORD

IN WITNESS WHEREOF, the undersigned have set their hands and affixed their seals hereunto on the date first above written.


MORTGAGOR:

ATG HOMES, LLC
an Indiana limited liability company

By: 
Eric T. Gastevich, President

MORTGAGEE:

UNION PLANTERS BANK, N.A.
a national banking association

By: 
Brent M. Talcott, Senior Vice President

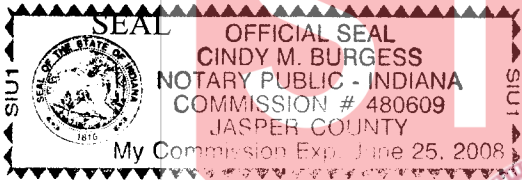
STATE OF INDIANA

LAKE COUNTY

SS:

Before me, the undersigned Notary Public, personally appeared Eric T. Gastevich, as President of ATG Homes, LLC, an Indiana Limited liability company, who on behalf of ATG Homes, LLC acknowledged the execution of the foregoing instrument and swore to the truth of the statements made therein.

Witness my hand and Notarial Seal this 3rd day of June, 2004.




Notary Public Signature

Cindy M. Burgess
Printed Name

My Commission Expires:

June 25, 2008

County of Residence:

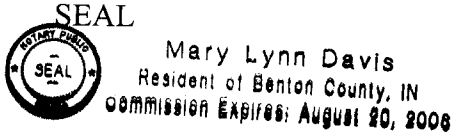
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STATE OF INDIANA)
)
TIPPECANOE COUNTY)

SS:

Before me, the undersigned Notary Public, personally appeared Brent M. Talcott, as Senior Vice President of Union Planters Bank, N.A., a national banking association, who on behalf of Union Planters Bank, N.A. acknowledged the execution of the foregoing instrument and swore to the truth of the statements made therein.

Witness my hand and Notarial Seal this 28th day of May, 2004.



Mary Lynn Davis

Notary Public Signature

Printed Name

My Commission Expires: _____

County of Residence: _____

This instrument was prepared by:
Erik D. Spykman, of the firm of Stuart & Branigin LLP
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Lafayette, Indiana 47902-1010
Telephone: (765) 423-1561
Facsimile: (765) 742-8175

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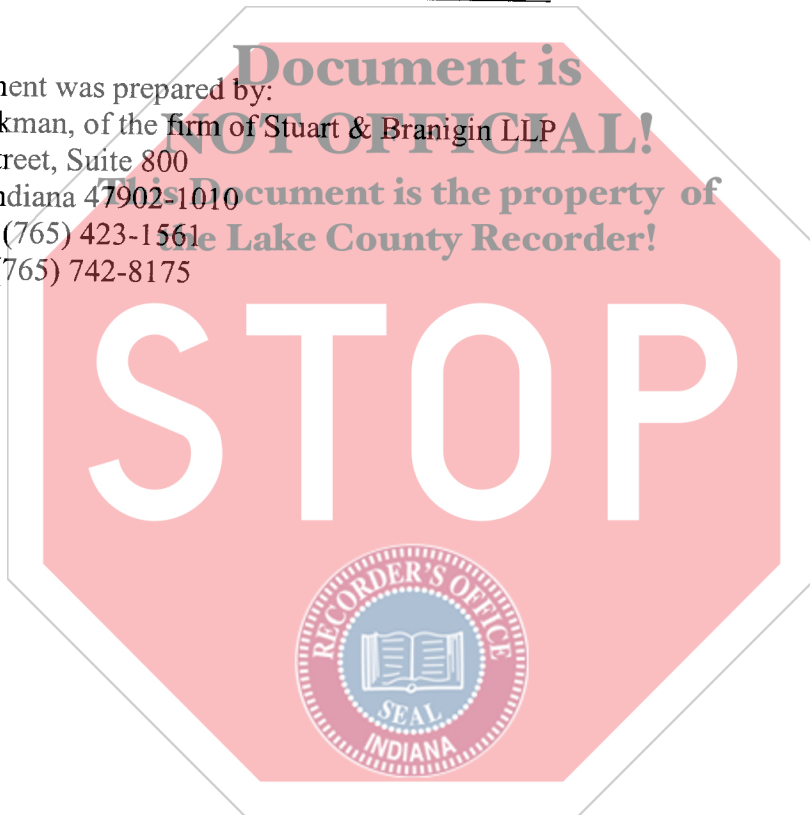


EXHIBIT A
Additional Mortgaged Property

Lots 18, 19, 43 and 44, Lakewood Estates, an addition to the Town of Schererville, as per plat thereof, recorded in Plat Book 92 page 3, in the Office of the Recorder of Lake County, Indiana.

